



**SO ORDERED.**

**SIGNED this 13 day of October, 2015.**

*Austin E. Carter*

**Austin E. Carter  
United States Bankruptcy Judge**

**UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF GEORGIA  
ALBANY DIVISION**

IN RE:

**EDWARD L. TAYLOR, SR.,**

Debtor.

CHAPTER 13

CASE NO. 13-11495 - AEC

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CITIMORTGAGE, INC.,

Movant,

v.

EDWARD L. TAYLOR, SR.,

KRISTIN HURST, Trustee,

Respondents.

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CONTESTED MATTER

**CONSENT ORDER**

This matter comes before the Court on the Motion for Relief from Automatic Stay and Co-Debtor Stay filed by CitiMortgage, Inc., its successors and assigns, on August 4, 2015, and having been scheduled for a hearing on September 23, 2015 regarding real property now or

formerly known as Rt 4 Box 76, Blakely, GA 31723 (hereinafter referred to as the “Property”) and the parties herein having reached an agreement.

The parties herein are in agreement that the post petition mortgage arrearage owed to Movant as of September 23, 2015 is \$3,821.70. This figure is comprised of the January 2015 partial payment at \$354.90, February 2015 through September 2015 monthly mortgage payments at \$361.35 each, and attorney’s fees and costs at \$576.00. The amount of \$576.00 will be paid through the Plan, and this Order shall act as the Proof of Claim. Debtor(s) will be required to cure the remaining arrearage of \$3,245.70 by making payments to Movant in the amount of \$540.95 for the next six (6) consecutive months, to be tendered on or before the 15th day of each month beginning October 2015.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

Debtor(s) shall be required, beginning October 2015 to pay to Movant all future monthly mortgage payments when due. These mortgage payments as well as the payments necessary to cure the post petition mortgage arrearage shall be governed by a Strict Compliance Clause as outlined herein below and said Clause shall remain in effect for a period of twelve (12) months beginning October 2015. Upon failure by Debtor(s) to make any of these payments to Movant when due, the Automatic Stay may be terminated as to the Property subject to the following conditions and allow Movant to proceed to foreclose or otherwise dispose of the Property or take action including exercising its state law remedies including, but not limited to, dispossession proceedings, or to take any action which is necessary in order for Movant to recover upon its secured claim to the Property.

For twelve (12) months from the date of entry of this Order, in the event that the Debtor(s) defaults in any of the payments to Movant, its successors and assigns, either as to arrearages or future mortgage payments, Movant’s counsel may give written notice of such default to the Debtor(s), counsel for Debtor(s), and the Chapter 13 Trustee. If the Debtor(s) fails

to cure such default within 15 days from the date of such written notice, counsel for Movant, its successors and assigns, may file an affidavit of such noncompliance and a proposed order vacating the automatic stay, and the court may enter an order vacating the automatic stay as to Movant, its successors and assigns, without the necessity of any further notice or hearing.

Any excess proceeds derived from a foreclosure sale by Movant shall be remitted to the Chapter 13 Trustee. At its option, Movant may contact Debtor(s) via telephone or written correspondence to offer, provide or enter into any potential forbearance agreement, loan modification, refinance agreement or other loan workout or loss mitigation agreement including a deed in lieu as allowed by state law. The entry of this order does not absolve Debtor(s) of the duty to file any necessary pleadings, amendments, or plan modifications that may be required with regard to such a loan modification.

**[END OF DOCUMENT]**

CONSENTED TO BY:

/s/ Viraj Deshmukh  
Viraj Deshmukh  
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ATTORNEY FOR MOVANT

*\*\*Signatures continued on following page*

/s/ Charles R. Hunt *with Express Permission to Viraj Deshmukh to sign*

Charles R. Hunt

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NO OPPOSITION

/s/ Kristin Hurst *with Express Permission to Viraj Deshmukh to sign*

Kristin Hurst

Chapter 13 Trustee

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